

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2013-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING THE SOLE PROPOSAL SUBMITTED AND APPROVING A CONTRACT WITH KEYS CONTRACTING SERVICES, INC.; FOR THE INSTALLATION OF MODULAR RESTROOMS AT JESSE HOBBS PARK, IN AN AMOUNT NOT TO EXCEED \$36,560.00; WITH A CITY OPTION OF INSTALLING MODULAR RESTROOMS AT OCEANFRONT PARK ON THE SAME TERMS AND CONDITIONS; AUTHORIZING THE DIRECT PURCHASE OF THE PRECAST CONCRETE RESTROOM BUILDING FROM CONCRETE MODULAR SYSTEMS, INC., IN THE AMOUNT OF \$33,706.31 EACH; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City published a Request for Proposals for the installation of a modular restroom building at Jesse Hobbs Park with an option for a 2<sup>nd</sup> modular restroom building at Oceanfront Park; and

**WHEREAS**, the sole responsive and responsible proposal was received from Keys Contracting, Inc. (the "Contractor") in the amount of \$36,560.00 per modular restroom building installation, with a 5% discount if the City exercises its option for the installation of the second modular restroom building; and

**WHEREAS**, the City staff recommends the direct purchase of the modular restroom building(s) from Concrete Modular Systems, Inc., in an amount not to exceed \$33,706.31 per modular bathroom; and

**WHEREAS**, the City finds that accepting the proposal and entering into a contract for the installation of modular restroom buildings with the Contractor (the "Contract"), and authorizing the direct purchase of the modular restroom building(s) is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Contract between the City and the Contractor for the installation of a modular restroom building at Jesse Hobbs Park in an amount not to exceed \$36,560.00 with an option for the installation of a second modular restroom building at Oceanfront Park, a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be

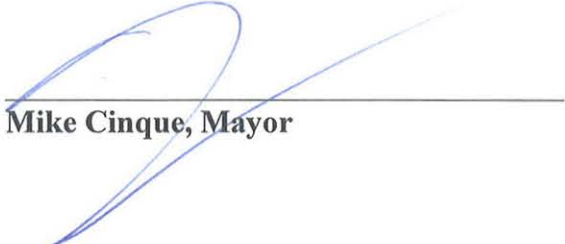
acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

**Section 3.** City staff is authorized to direct purchase the modular restroom building(s) from Concrete Modular Systems, Inc., in an amount not to exceed \$33,706.31 per building.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9<sup>th</sup> DAY OF APRIL, 2013**

**THE CITY OF MARATHON, FLORIDA**



---

**Mike Cinque, Mayor**

AYES: Bull, Keating, Snead, Cinque  
NOES: None  
ABSENT: None  
ABSTAIN: Ramsay

**ATTEST:**

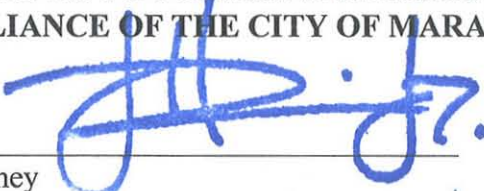


---

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



---

City Attorney

**SECTION 00500**  
**Contract For**  
**Modular Restroom At Jesse Hobbs Park**

THIS CONTRACT is made this 10 day of April, 2013 by and between the City of Marathon, Florida (the "City") and Keys Contracting Inc (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK**- The Contractor shall furnish all permitted drawings, labor, materials, supervision, equipment, supplies, and incidentals required to perform the "Scope of Work," included in Section 4 of this proposal package.
2. **COMPENSATION/PAYMENT**-
  - 2.1.1. Contractor shall provide the City with a construction schedule, schedule of values, partial lien releases and a monthly invoice within ten (10) days of the end of each month stating the services provided in the preceding month.
  - 2.1.2. Lien Releases must be provided for all subcontractors for partial payments and a general final release from subcontractors and general contractor upon completion of the Work and final payment made.
  - 2.1.3 A maximum of 10% of the Contract amount may be paid for mobilization. The City shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.
  - 2.1.4 The Contractor shall be compensated at the prices specified in Schedule of Values based upon the actual Work completed for the month.
  - 2.1.5 Change Orders- This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order. Each Change Order constitutes full, final, and complete compensation for all costs, expenses, overhead, and profit, and any damages of every kind that Contractor may incur in connection with the above referenced changes in the Work. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the referenced Change Order. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder.
3. **TERM**- This Contract shall be effective upon execution by both parties and shall continue through project completion. The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for additional time, compensable or noncompensable. Such extension shall be effective upon receipt of a written notice from the City Manager to the Contractor.
4. **CONTRACTOR'S DUTY TO INSPECT**- The Contractor has carefully examined the existing conditions and areas for the Work contemplated in Section 4 and have made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any property damaged by the Contractor.



5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.

6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

6.1.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

6.1.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

6.1.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

6.1.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

7. **INDEMNIFICATION**-

7.1.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this Contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

7.1.2. This indemnification obligation shall survive the termination of this Contract.

7.1.3. The Contractor shall defend the City or provide for such defense, at the City's option.

7.1.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

8. **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

Instructions to Respondents;

All Addendums;

Contract Agreement;

General Conditions

Proposal;

Scope of Work/Specifications;

Change Orders;

Qualification Statement;

Insurance Certificates;

Bonds;

Local Preference Ordinance (not applicable if federally funded)

9. **CONTRACTOR'S EMPLOYEES-**

9.1.1. The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

9.1.2. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

9.1.3. Contractor shall, upon receipt of a written request from the City Manager, provide statement of background check for personnel. The City Manager may require Contractor to immediately exclude any employee of Contractor from providing Work under this Contract.

9.1.4. The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

9.1.5. The same care shall be exercised by all Contractor's and subcontractor's employees.

10. **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City Manager may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.



11. **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, and naming the City as an additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

11.1 Insurance Requirements		Statutory Limit
Worker's Compensation	WC3	Statutory Limit
General Liability	GL3	\$500,000 per Person; \$1,000,000 per Occurrence; \$100,000 Property Damage or \$1,000,000 Combined Single Limit
Vehicle Liability	VL3	\$300,000 per Person; \$500,000 per Occurrence; \$100,000 Property Damage or \$500,000,000 Combined Single Limit

11.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

11.3 **Commercial General Liability:** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

11.4 **US Longshoremen's & Harbor Workers Insurance:** If applicable, the Contractor shall furnish Longshoremen's & Harbor worker's insurance to any employee engaged in maritime work or in maritime occupation - including a longshoreman or other person in longshoring operations, and any harbor worker, including a ship-repairman, ship-builder and ship-breaker in the amount not less than 1,000,000.

11.5 **Certificate of Insurance:** Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the type of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

11.6 **Additional Insured** - The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

11.7 All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

12. **ASSIGNMENT** - No assignment by the Contractor of this contract or any part of it or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the City Manager.

13. **TERMINATION-**

13.1.1. Either party may terminate this Contract without cause upon 30 days written notice to the other party.

13.1.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

13.1.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

13.1.4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

14. **CHOICE OF LAW-** This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

15. **ATTORNEY'S FEES-** In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.



16. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.
17. **INSPECTION AND AUDIT**- During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.
18. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
19. **WAIVER OF JURY TRIAL.** - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.
20. **COUNTERPARTS**- This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
21. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:  
 City Manager  
 City of Marathon  
 9805 Overseas Highway  
 Marathon, Florida 33050  
 Telephone: (305) 289-4102  
 Facsimile: (305) 289-4123

With a Copy to:  
 John R. Herin, Jr., Esq.  
 City Attorney  
 City of Marathon  
 9805 Overseas Highway  
 Marathon, Florida 33050

For Contractor:  
 \_\_\_\_\_  
 Keys Contracting Services, Inc.  
 \_\_\_\_\_  
 6465 O/S Hwy #3  
 \_\_\_\_\_  
 Marathon FL 33050  
 \_\_\_\_\_  
 Chris Bratton Pres.  
 \_\_\_\_\_  
 305-743-7086



IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

CITY OF MARATHON

By: *Diane Clavier*  
City Clerk

By: *Robert J. ...*  
Mayor City Manager.

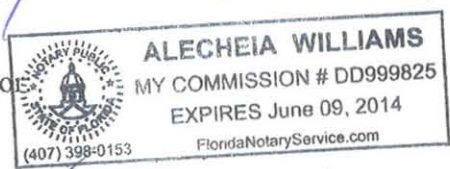
By: *[Signature]*  
City Attorney

CONTRACTOR\*

By: *[Signature]* *Chris ...*

Signed, sealed and witnessed in the presence of: *[Signature]*  
*Alecheia Williams*

As to Contractor:



By: \_\_\_\_\_

By: *[Signature]* *Joseph Giordano*

(\* ) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

**SECTION 00600 – Bonds**

**PAYMENT BOND - 00610**

BY THIS BOND (the “Bond”), We as \_\_\_\_\_, called CONTRACTOR, and \_\_\_\_\_, hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal corporation, hereinafter called CITY, in the amount of \_\_\_\_\_ Dollars

for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title: **Modular Restroom At Jesse Hobbs Park**

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.



IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEN THE PRINCIPAL IS AN INDIVIDUAL:**

Signed, sealed and delivered in the presence of:

_____	By: _____
(Witness)	(Individual Principal)
_____	_____
(Witness)	Business Address

**WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:**

Signed, sealed and delivered in the presence of:

_____	Business Name and Address
(Witness)	
_____	By: _____
(Witness)	Signature of Individual

**WHEN A PARTNERSHIP:**

Signed, sealed and delivered in the presence of:

_____	_____
(Witness)	Name and Address of Partnership
_____	By: _____
(Witness)	(Partner)

WHEN THE PRINCIPAL IS A **CORPORATION**:

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
(Corporate PRINCIPAL Name)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President



**ATTEST:**

(Surety Seal)

\_\_\_\_\_  
(Corporate SURETY)

Business Address

By: \_\_\_\_\_  
(Surety)

\_\_\_\_\_  
Florida Resident Agent

\_\_\_\_\_  
(Secretary)

**ATTORNEY-IN-FACT**

By: \_\_\_\_\_

Name \_\_\_\_\_  
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

**SECTION 00600**  
**PERFORMANCE BOND - 00620**

BY THIS BOND (the "Bond"), We as \_\_\_\_\_,  
called CONTRACTOR, and \_\_\_\_\_,  
hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal corporation, hereinafter  
called CITY, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars

for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives,  
executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT  
entered into by CONTRACTOR and CITY, for the following:

Contract Title: **Modular Restroom At Jesse Hobbs Park**

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said contract in accordance with its terms and conditions; and
2. Pays CITY all losses, damages (direct and consequential including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the CONTRACT; and
3. Pays CITY and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and
4. Performs the guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the City. Any suit under this bond must be initiated before the expiration of the limitation period applicable to common law bonds under Florida Statutes.



CITY

CITY OF MARATHON, FLORIDA

By: \_\_\_\_\_

The \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AUTHENTICATION:

\_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF THE  
CITY OF MARATHON ONLY:

\_\_\_\_\_  
City Attorney

WHEN THE PRINCIPAL IS AN **INDIVIDUAL**:

Signed, sealed and delivered in the presence of:

_____	By: _____
(Witness)	(Individual Principal)
_____	_____
(Witness)	Business Address

WHEN THE PRINCIPAL OPERATES UNDER A **TRADE NAME**:

Signed, sealed and delivered in the presence of:

_____	Business Name and Address
(Witness)	
_____	By: _____
(Witness)	Signature of Individual

WHEN A **PARTNERSHIP**:

Signed, sealed and delivered in the presence of:

_____	_____
(Witness)	Name and Address of Partnership
_____	_____
(Witness)	(Partner)



WHEN THE PRINCIPAL IS A **CORPORATION**:

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
(Type Corporate Principal Name)

Business Address

\_\_\_\_\_  
(Secretary)

By: \_\_\_\_\_  
President

**SURETY**

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

Business Address

\_\_\_\_\_  
(Secretary)

By:  
SURETY

By: \_\_\_\_\_  
Florida Resident Agent

\_\_\_\_\_  
(Type Florida Resident's Name)

\_\_\_\_\_  
Florida Agent's Business Telephone Number

**ATTORNEY-IN-FACT**

By: \_\_\_\_\_

Name \_\_\_\_\_  
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

**IMPORTANT:** *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.*

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

## SECTION 00700

Reference: CHAPTER 2, ARTICLE VI, DIVISION 2 OF THE CODE OF THE CITY OF MARATHON

### Section 2-169. Preference for Local Businesses.

- (a) Any Local Business that replies to a formal competitive sealed bid request shall receive a preference bonus of ten percent (10%) during the tabulation of the bid Proposal. After determining all qualified bidders, the preference bonus shall be calculated by multiplying all properly established Local Business bid amounts by 0.90. After comparing these adjusted dollar amounts to all other qualified bidders, should the adjusted value establish the Local Business as the lowest qualified bidder, then the Local Business shall be awarded the bid at the original amount submitted.
- (b) Any Local Business that submits a proposal as part of a request for Proposal process shall receive a preference bonus of ten percent (10%) of the overall points received by such Local Business as part of the evaluation and scoring process.
- (c) Any Local Business that submits a proposal as part of a request for qualifications process shall receive a preference bonus of ten percent (10%) of the overall points received by such Local Business as part of the evaluation and scoring process.
- (d) If a local preference is to be employed as provided for by this Section, the invitation for bid documents, the request for qualifications documents, or the request for proposal documents shall set forth such local preference requirements.

### Section 2-170. Applicability and Exemptions.

- (a) The local preference shall apply to the purchases of material, supplies, equipment, improvements or services in which the City either solicits competitive, sealed bids, issues a request for Proposal, or issues a request for qualifications.
- (b) The local preference provided for by this Chapter shall not be applied where application of the preference would conflict with a statute, administrative rule, or the terms of any grant funding the purchase or contract.
- (c) With regards to contracts for Professional Services, the provisions of this Chapter may be waived by the City Council. If the provisions of this Chapter are waived for a particular award, the Professional Services may be selected based on experience, skill, education, recommendations or any other qualifications the Council finds relevant.



**EXHIBIT “1”**  
**to**  
**Contract for Modular Restroom at Jesse Hobbs Park**

**Direct Sales Tax Savings.** The CITY is exempt from sales tax and may choose to generate sales tax savings for the project. The CITY reserves the right to make direct purchases of various construction materials and equipment included in the Work. The parties agree to use the following procedures:

- (1) **List of Eligible Items for Direct Purchase.** CONTRACTOR shall provide the CITY with a list of materials and equipment eligible for direct purchase from suppliers. The supplier shall not be the installer of the materials or equipment.
- (2) **Consumer Certificate of Exemption.** Prior to the direct purchase of any materials or equipment, the City shall obtain a Florida Consumer's Certification of Exemption from the Florida Department of Revenue. (See **Exhibit “A”** hereto)
- (3) **Direct Purchase Order.** The City must issue its purchase order directly to the vendor supplying the materials the contractor will use and provide each vendor with a copy of the City's Florida Consumer's Certification of Exemption.
- (4) **Direct Invoice.** The vendor's invoice must be issued to the City, rather than to the contractor.
- (5) **Direct Payment.** The City must make payment directly to the vendor from public funds.
- (6) **Certificate of Entitlement.** To be entitled to purchase materials tax exempt for a public works project, the City is required to issue a Certificate of Entitlement to each vendor and to the City's contractor to affirm that the tangible personal property purchased from that vendor will go into or become a part of a public work. A copy of the Certificate of Entitlement form is attached hereto as **Exhibit “B”**. The City affirms that if the Department determines that tangible personal property sold by a vendor tax-exempt pursuant to a Certificate of Entitlement does not qualify for the exemption under Section 212.08(6), F.S., and this rule, the governmental entity will be liable for any tax, penalty, and interest determined to be due.
- (7) **Passage of Title.** The City must take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.
- (8) **Assumption of the Risk of Loss.** Assumption of the risk of damage or loss by the City at the time of purchase is a paramount consideration. A governmental entity will be deemed to have assumed the risk of loss if the governmental entity bears the economic burden of obtaining insurance covering damage or loss or directly enjoys the economic benefit of the proceeds of such insurance. Accordingly, CONTRACTOR shall maintain its Builder's Risk Insurance coverage at no less than the amount of the Contract Price. CONTRACTOR further acknowledges that the premium for such coverage is included in the Contract Price. The CITY acknowledges that it will reimburse the CONTRACTOR for the premiums paid for the aforementioned coverage as part of the Contract Price. The CITY will assume the risk of loss for materials upon delivery which will be covered under

the Builder's Risk Insurance. If any loss or damage is incurred, the CITY, as an additional insured, will receive the proceeds in case of loss or damage of the direct purchase items.

- (9) **Deductive Change Orders.** CONTRACTOR and the CITY will execute change orders to the Agreement deducting the amounts for CITY direct-purchased materials including sales tax.
- (10) **Lien/Bond Waivers.** CONTRACTOR shall provide City with signed original waiver of the supplier's lien/bond claim.

CONTRACTOR represents and warrants that it will use its best efforts to cooperate with CITY in implementing this sales tax savings program in order to maximize cost savings for the Project.

With respect to all direct purchases by the CITY, CONTRACTOR shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, and quality control for all direct purchases. Notwithstanding anything herein to the contrary, CONTRACTOR expressly acknowledges and agrees that any materials or equipment directly purchased by the CITY pursuant to this Amendment shall be included within and covered to the same extent as all other warranties provided by CONTRACTOR pursuant to the terms of the Contract Documents. The CITY shall assign to CONTRACTOR any and all warranties and rights the CITY may have from any manufacturer or supplier of any such direct purchases by the CITY.



**SECTION 00400**  
**PROPOSAL**  
For  
**Modular Restroom At Jesse Hobbs Park**

Proposal of KEYS CONTRACTING SERVICES, INC.  
(name)  
6465 O/S Hwy #3, MARATHON, FLA. 33050  
(address)

to furnish all permitted drawings, materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

TO: City Clerk  
City of Marathon  
9805 Overseas Highway,  
Marathon, Florida 33050

The undersigned, as Respondent, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Respondent further declares that he/she has examined the geographic location and sites of the Work; that he/she has made sufficient investigations to fully satisfy himself/herself that such sites are suitable for this Work; and he/she assumes full responsibility therefore; that he/she has examined the specifications for the Work and from his/her own experience or from professional advice that the specifications are sufficient for the Work to be done and he/she has examined the other Contract Documents relating thereto, including the Instructions to Respondents, Contract, Proposal, Detailed Scope of Work/Specifications, Qualification Statement and Insurance requirements and he/she has read all addenda prior to the opening of Proposal, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Respondent proposes and agrees, if this Proposal is accepted, to timely execute a contract with the City in the form attached and to furnish all designs, necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

The Respondent further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Respondent agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Respondent to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Respondents.



The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items proposed to and agreed by the City. It is understood that the prices established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. The Respondent agrees that in no event shall compensation paid to the Respondent under the contract exceed the dollar amount of the Respondent's proposal amount or approved change orders.

It is intended that all Work to be performed under this Proposal shall commence within 60 days of award. In no event shall City be obligated to pay for work not performed or materials not furnished.

Respondent's Certificate of Competency No. CGC1521156 (STATE OF FLORIDA)

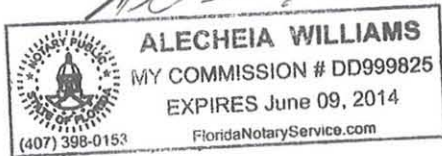
Respondent's Occupational License No. 30140 - 94058

WITNESS

Joseph Colondano  
[Signature]

By: [Signature]  
Signature of Authorized Agent  
(SEAL)

[Signature]





# CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050  
 Phone: (305) 743-0033 Fax: (305) 743-3667  
 www.ci.marathon.fl.us

## RFP – Modular Restroom at Jesse Hobbs Park

### Addendum 1

March 11, 2013

1. Bid sheet is revised as follows:

Scope	Unit of Measure	Price
Engineered Drawings and Permits (sample drawings provided as basis for design)	Lump Sum	\$ 5,000 <sup>00</sup>
Site Preparation including electrical, plumbing, slab etc (per suggested location marked on aerial included on page 13 herein with X) and turnkey installation	Lump Sum	\$ 31,560 <sup>00</sup>
Modular Restroom Cape Coral Style (Concrete Modular Systems – CMS St Petersburg, Florida 727-945-1864) or City approved equal delivered to site and set on slab	Allowance City will pay up to this amount directly to manufacturer with proof of cost	\$ 33,000 <sup>00</sup>
<p><u>The prefab unit includes</u> the following CMS components:            Approximately 9'-2"x17'-10"x10'-8" Precast Concrete Restroom Building designed to meet Florida Building Code and ACI-318-99 and ACI-318R-99. The scope of work per building will exclude anything not specifically listed below:</p> <p>Design Loads:            Roof Live Load 65 PSF            Wind Load 150 MPH Zone 3 Exposure D            Floor Live Load 125PSF            Floor Dead Load 63 PSF</p> <p>1ea DCA Approved Shop Drawings and Submittal Data            1ea Pre-Engineered Precast Concrete Building "Split Face Finish"            3ea 3'7' 16ga Imp. Door R-14.9 w/Deadbolt, Hinges, Dripcap and Sweep            1ea Interior Finish Walls and Floor Light Broom Finish Sealed and Epoxy Painted            1ea "ITE" E0204ML1060 Loadcenter with 2ea Q120 Breakers *            3ea QD-EC-HE-N-120V and 1ea QD-EC-N-120V Cooper Failsafe Vandal Res. Lights            1ea Insti-Hot water Heater and 2ea Compressed Air Hand dryers            2ea Water Closets with Concealed Flush and Carriers, and 2ea Lavatories with Concealed Arm Carriers and Self Closing Valve            2ea Stainless Steel 36" and 40" Grab Bars            2ea 18" x 18" Sky Lights (14"x14") and 2ea Steel Wall Vent            2ea Flatten Expanded Steel Free Air Grills            1ea Ten Year "Coating System" Color by Owner</p> <p>*Plumbing shall be in PVC, CPVC and/or Copper – <u>plumbing connection includes sewer lateral.</u></p>		

FOB to the plant Off-loaded by Concrete Modular Systems Inc. or manufacturer personnel.

Access: The contractor must provide level unobstructed area large enough for crane and tractor-trailer to park adjacent to pad. Crane must be able to place outriggers within 3'-0" of edge of pad and truck and crane must be able to get side-by-side under their own power. Firm roadbed with turns that allow 65' + low bed tractor-trailer, must be provided directly to site.

Grand Total

Bid Amount

\$ 69,560<sup>-</sup>

Time for performance 90 calendar days from Second Notice to Proceed

2. Optional Item: Oceanfront Park Modular Restroom - see attached site plan

Installation of same unit described above at Oceanfront Park - total bid amount including \$33,000 allowance for unit.

Note: The Oceanfront Park unit may be awarded at City discretion with funding availability.

Total Optional Item Bid Amount \$ 69,560<sup>00</sup>

Time for performance 90 calendar days from Second Notice to Proceed

3. Optional Item: Tile installation-per square foot to include all labor and materials (except tile and grout provided by City) such as but not limited to red gard moisture barrier or equivalent. \$ 5<sup>00</sup> <sup>Floor</sup> per square foot.

\$ 7<sup>00</sup> <sup>walls</sup>

Note: Tile may be applied to floors and walls.

Bidder Acknowledge with Submittal





SECTION 00410

SUPPLEMENT TO PROPOSAL/TENDER FORM

THIS FORM MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE DEEMED RESPONSIVE.

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail. *KEYS CONTRACTING SERVICES IS A FULLY SERVICE GENERAL CONTRACTING FIRM. KCS ALSO HAS A STATE PLUMBING LICENSE. WE SPECIALIZE IN CONCRETE RESTORATION, REMODELS, RENOVATIONS AND MODULAR HOME CONSTRUCTION.*
2. The address of the principal place of business is:  
*6465 O/S HWY # 3, MARATHON, FLA. 33850*
3. Company telephone number: *305-743-7080, FAX 305-743-7079*
4. Number of employees: *35*
5. Number of employees assigned to this project: *5*
6. Company Identification numbers for the Internal Revenue Service:  
*20-4293019*

7. Monroe County and City of Marathon Occupational License Number, if applicable, and expiration date.

30140-94058

8. How many years has your organization been in business as a General or Specialty Contractor? 7 years

9. What is the last project engagement of this nature that you have completed?

CONSTRUCTED FOUNDATION, SET MODULAR HOME (1380 SF), CONNECT ALL ELECTRIC, plumbing & HVAC. Ramrod Key - Jim Loftus

10. Have you ever failed to complete any work awarded to you? If so, where and why?

NO

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

11.1. City of Marathon, Roger Hornstadt, Wayne Flickinger  
(name) (address) (phone #)

11.2. Allen Levitt, 109 Coco Plum, 305-992-7908  
(name) (address) (phone #)

11.3. Kathy Wisniewski, 86 Tingle Ln., 732-598-3166  
(name) (address) (phone #)

12. List the following information concerning all contracts in progress as of the date of submission of this proposal. (In case of co-venture, list the information for all co-ventures.)

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% OF COMPLETION TO DATE</u>
------------------------	--------------	-----------------------------	--------------------------------------	--------------------------------

Keys Contracting Services Has 50+ Active Permits and projects on going.

(Continue list on insert sheet, if necessary.)

13. Has the Respondent or his or her representative inspected the City project and does the Respondent have a complete plan for its performance? *YES*

14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

*WE WILL SUBCONTRACT THE ELECTRICAL WORK (5%) AND THE CRANE SERVICE TO UNLOAD AND SET STRUCTURES (5%). EVERYTHING ELSE WILL BE "IN HOUSE"*

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?

*BACKHOES, EXCAVATORS, TRENCHERS, DUMP TRUCKS AND TRAILERS AS NEEDED*

16. What equipment will you purchase for the proposed work?

*NONE*

17. What equipment will you rent for the proposed work?

*SUBCONTRACT CRANE SERVICE*

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

*JOE GIORDANO - JOE HAS OVER 15 YEARS IN THE MODULAR HOME/ CONSTRUCTION FIELD. JOE HAS SET OVER 280 MODULAR STRUCTURES.*



19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

KEYS CONTRACTING SERVICES INC.  
JOHN CHRIS GRATTON, PRES. & SECT.  
LAURA R. GRATTON, V-PRES, TREAS

- 19.1 The correct name of the Respondent is:

KEYS CONTRACTING SERVICES INC

- 19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

- 19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

JOHN CHRIS GRATTON, PRES  
LAURA R. GRATTON, V-PRES

- 19.4. List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers.

NONE

- 19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NONE

- 19.6. List and describe all successful Proposal, Performance or Payment Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Respondent and its predecessor organization(s).

NONE

- 19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include

all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

*NONE*

NAME

RELATIONSHIPS

20. Is your company not on a convicted vendors list and permitted to submit Request for Proposal s based on the Public Entity Crimes Act, Section 2878.133(3) (A), Florida Statutes?

*WE ARE NOT ON ANY LISTS.*

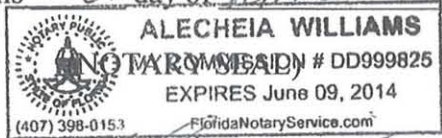
Company: Keys Contracting Services, Inc.

By: [Signature]

STATE OF FLORIDA )  
 )  
COUNTY OF MONROE ) SS.

The foregoing instrument was acknowledged before me this 21 day of MARCH, 2013 by J. Chris Gratton as president of Keys Contracting Services, Inc. on behalf of the Corporation who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 21 day of MARCH, 2013.



[Signature]  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment)  
typed, printed or stamped

(Title or rank)

(Serial number, if any)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Keys Insurance Services, Inc. P.O. Box 370541  Key Largo FL 33037	<b>CONTACT NAME:</b> Lourdes Montagne <b>PHONE (A/C, No, Ext):</b> (305) 453-1445 <b>E-MAIL ADDRESS:</b> lmontagne@keysinsurance.com <b>PRODUCER CUSTOMER ID #:</b> 00018569	<b>FAX (A/C, No):</b> (305) 453-1438
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Keys Contracting Services, Inc. 6465 Overseas Highway Suite 3 Marathon FL 33050-2637	<b>INSURER A:</b> Mid Continent	
	<b>INSURER B:</b> Allstate Insurance Company	
	<b>INSURER C:</b> CastlePoint Florida Ins. Co	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2012 Master Cert      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		04GL000847147	4/20/2012	4/20/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		048830862	6/6/2012	6/6/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					Uninsured motorist combined \$ 500,000
	<input type="checkbox"/> NON-OWNED AUTOS					FHCH \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	WCP760189302	4/20/2012	4/20/2013	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> (305) 743-3667  City of Marathon 8900 Overseas Hwy Marathon, FL 33050	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Mel Montagne/IM
--	---



**Direct Sales Tax Savings.** The City is exempt from sales tax and may choose to generate sales tax savings for the project. The City reserves the right to make direct purchases of various construction materials and equipment included in the Work. The parties agree to use the following procedures:

- (1) **List of Eligible Items for Direct Purchase.** Contractor shall provide the City with a list of materials and equipment eligible for direct purchase from suppliers. The supplier shall not be the installer of the materials or equipment.
- (2) **Consumer Certificate of Exemption.** Prior to the direct purchase of any materials or equipment, the City shall obtain a Florida Consumer's Certification of Exemption from the Florida Department of Revenue. (See **Exhibit “\_\_”** hereto)
- (3) **Direct Purchase Order.** The City must issue its purchase order directly to the vendor supplying the materials the contractor will use and provide each vendor with a copy of the City's Florida Consumer's Certification of Exemption.
- (4) **Direct Invoice.** The vendor's invoice must be issued to the City, rather than to the contractor.
- (5) **Direct Payment.** The City must make payment directly to the vendor from public funds.
- (6) **Certificate of Entitlement.** To be entitled to purchase materials tax exempt for a public works project, the City is required to issue a Certificate of Entitlement to each vendor and to the City's contractor to affirm that the tangible personal property purchased from that vendor will go into or become a part of a public work. The City affirms that if the Department determines that tangible personal property sold by a vendor tax-exempt pursuant to a Certificate of Entitlement does not qualify for the exemption under Section 212.08(6), F.S., the City will be liable for any tax, penalty, and interest determined to be due.
- (7) **Passage of Title.** The City must take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.
- (8) **Assumption of the Risk of Loss.** Assumption of the risk of damage or loss by the City at the time of purchase is a paramount consideration. A governmental entity will be deemed to have assumed the risk of loss if the governmental entity bears the economic burden of obtaining insurance covering damage or loss or directly enjoys the economic benefit of the proceeds of such insurance. Accordingly, Contractor shall maintain its Builder's Risk Insurance coverage at no less than the amount of the Contract Price. Contractor further acknowledges that the premium for such coverage is included in the Contract Price. The City acknowledges that it will reimburse the Contractor for the premiums paid for the aforementioned coverage as part of the Contract Price. The City will assume the risk of loss for materials upon delivery which will be covered under the Builder's Risk Insurance. If any loss or damage is incurred, the City, as an additional insured, will receive the proceeds in case of loss or damage of the direct purchase items.
- (9) **Deductive Change Orders.** Contractor and the City will execute change orders to the Agreement deducting the amounts for City direct-purchased materials including sales tax.
- (10) **Lien/Bond Waivers.** Contractor shall provide City with signed original waiver of the supplier's lien/bond claim.

Contractor represents and warrants that it will use its best efforts to cooperate with City in implementing this sales tax savings program in order to maximize cost savings for the Project.

With respect to all direct purchases by the City, Contractor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, and quality control for all direct purchases. Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by the City shall be included within and covered to the same extent as all other warranties provided by Contractor pursuant to the terms of the Contract Documents. The City shall assign to Contractor any and all warranties and rights the City may have from any manufacturer or supplier of any such direct purchases by the City.

**EXHIBIT "B"**

**CERTIFICATE OF ENTITLEMENT**

The undersigned authorized representative of **City of Marathon**, Florida, Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to Purchase Order Number \_\_\_\_\_ from \_\_\_\_\_ (Vendor) on or after \_\_\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # \_\_\_\_\_ with \_\_\_\_\_ (Name of Contractor) for the construction of \_\_\_\_\_.

Governmental Entity affirms that the purchase of the tangible personal property contained **in the attached Purchase Order** meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- \_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- \_\_\_ 2. The vendor's invoice will be issued directly to Governmental Entity.
- \_\_\_ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- \_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- \_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchaser's Name (Print or Type)

\_\_\_\_\_  
Date

Federal Employer Identification Number:

Telephone Number:

**You must attach a copy of the Purchase Order to this Certificate of Entitlement.**

**Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.**

Rule 12A-1.038(4), Florida Administrative Code, provides guidelines for claiming and documenting the exemption.





# Instructions for Completing APPLICATION FOR CONSUMER'S CERTIFICATE OF EXEMPTION (Form DR-5)

DR-5  
R. 11/03  
Page 1  
TC

Exemption from Florida sales and use tax is granted only to certain political subdivisions and nonprofit organizations that meet the criteria set forth in sections 212.08(6), 212.08(7), and 213.12(2), Florida Statutes (F.S.). These exemptions are granted only to those political subdivisions and organizations that apply for, qualify for, and receive a *Consumer's Certificate of Exemption* (Form DR-14).

This publication provides information to guide you through the process of applying for a *Consumer's Certificate of Exemption*. Each exemption category contains a description of:

- Who qualifies.
- What is exempt.
- What must be proven to qualify.
- What documents must be submitted to support your organization's qualification.

Follow these easy steps to apply for a *Consumer's Certificate of Exemption*:

- ✓ Find the exemption category that best identifies your organization.
- ✓ Gather the required documentation for your exemption category. Make copies to mail with your application. Please limit size of supporting documents to 8 1/2" x 11" (letter size). Larger documents will delay the processing of your application. Do not staple application or supporting documents. **THIS REQUIREMENT APPLIES TO NEW AND RENEWING APPLICANTS.** Failure to provide copies of documentation will delay processing of your application.
- ✓ Fill out the attached *Application for Consumer's Certificate of Exemption* (Form DR-5) using blue or black ink. Do not leave any items blank. Sign the application. **The Department will return incomplete and unsigned applications.**
- ✓ Send the DR-5 and documentation to:  
ACCOUNT MANAGEMENT/EXEMPTIONS  
FLORIDA DEPARTMENT OF REVENUE  
PO BOX 6480  
TALLAHASSEE FL 32314-6480

**Renewing Your Certificate:** Your *Consumer's Certificate of Exemption* will be valid for a period of five (5) years. If you wish to renew your exemption, you must submit another *Application for Consumer's Certificate of Exemption* (Form DR-5) and copies of the required documentation.

**Questions?** If you have any questions about the application process, call the Exemption Unit of Account Management at 800-352-3671, Monday – Friday, 8:00 a.m. to 5:00 p.m., ET.

## EXEMPTION CATEGORIES

### 501(c)(3) Organizations [s. 212.08(7)(p), F.S.]

**Who qualifies?** Organizations determined by the Internal Revenue Service to be currently exempt from federal income tax pursuant to s. 501(c)(3) of the Internal Revenue Code.

**What is exempt?** Purchases and leases, when used in carrying on customary nonprofit activities.

**What must be proven?** Applicant's 501(c)(3) status.

**What documents must be sent?** Copy of IRS determination letter; or if applying for group determination, submit copy of IRS determination letter **and** cumulative list of subordinate organizations that fall under group ruling.

### Community Cemeteries [s. 212.08(7)(bb), F.S.]

**Who qualifies?** Any nonprofit corporation that has qualified under s. 501(c)(13) of the Internal Revenue Code, and is operated for the purpose of maintaining a cemetery that was donated to the community by deed.

**What is exempt?** Purchases by the community cemetery.

**What must be proven?** 501(c)(13) status; purpose of maintaining a cemetery donated to the community by deed.

**What documents must be sent?** Copy of IRS determination letter; articles of incorporation; copy of deed showing donation of property to the community.

### Credit Unions [s. 213.12(2), F.S.]

**Who qualifies?** State and federally chartered credit unions.

**What is exempt?** Purchases and leases, when used in carrying on customary nonprofit activities.

**What must be proven?** Applicant is a state or federally chartered credit union.

**What documents must be sent?** Copy of charter.

### Fair Associations [s. 212.08(7)(gg), F.S.]

**Who qualifies?** Fair associations, as defined in s. 616.001, F.S.

**What is exempt?** The sale, use, lease, rental, or grant of a license to use, made directly to or by a fair association, of real or tangible personal property; any charge made by a fair association or its agents for parking, admissions, or temporary parking of vehicles used for sleeping quarters; rentals, subleases, and sublicenses of real or tangible personal property between the owner of the central amusement attraction and any owner of an amusement ride, as those terms are used in ss. 616.15(1)(b) and 616.242(3)(a), F.S., for the furnishing of amusement rides at a public fair or exposition; and other transactions of a fair association



which are incurred directly by the fair association in the financing, construction, and operation of a fair, exposition, or other event or facility that is authorized by s. 616.08, F.S. This exemption does not apply to the sale of tangible personal property made by a fair association through an agent or independent contractor; sales of admissions and tangible personal property by a concessionaire, vendor, exhibitor, or licensee; or rentals and subleases of tangible personal property or real property between the owner of the central amusement attraction and a concessionaire, vendor, exhibitor, or licensee, except for the furnishing of amusement rides, which transactions are exempt.

**What must be proven?** Applicant is qualified as a fair association pursuant to Chapter 616, F.S.

**What documents must be sent?** Certified copy of the charter and articles of incorporation as a fair association (See Ch. 616, F.S., for information on obtaining designation and charter as a fair association)

#### **Florida Fire and Emergency Services Foundation [s. 212.08(7)(aaa), F.S.]**

**Who qualifies?** The Florida Fire and Emergency Services Foundation.

**What is exempt?** Purchases by and leases directly to the foundation.

**What must be proven?** Applicant is the Florida Fire and Emergency Services Foundation.

**What documents must be sent?** Copy of articles of incorporation.

#### **Florida Retired Educators Association [s. 212.08(7)(g), F.S.]**

**Who qualifies?** The Florida Retired Educators Association and its local chapters.

**What is exempt?** Purchases of office supplies, equipment, and publications made by the Association and its local chapters.

**What must be proven?** Applicant is the Florida Retired Educators Association or one of its local chapters.

**What documents must be sent?** Copy of articles of incorporation; designation of chapter.

#### **Library Cooperatives [s. 212.08(7)(uu), F.S.]**

**Who qualifies?** Library cooperatives certified under s. 257.41(2), F.S.

**What is exempt?** Purchases by and leases directly to the cooperative.

**What must be proven?** Applicant's designation pursuant to s. 257.41(2), F.S.

**What documents must be sent?** Copy of certificate or letter of designation pursuant to s. 257.41(2), F.S.

#### **Nonprofit Cooperative Hospital Laundries [s. 212.08(7)(ii), F.S.]**

**Who qualifies?** Nonprofit organizations that are incorporated under Chapter 617, F.S., and which are treated, for federal income tax purposes, as cooperatives under Subchapter T of the Internal Revenue Code, whose sole purpose is to offer laundry supplies and services to their members, which members must all be exempt from federal income tax pursuant to s. 501(c)(3) of the Internal Revenue Code.

**What is exempt?** Purchases by and leases directly to the laundry.

**What must be proven?** Incorporation pursuant to Ch. 617, F.S.; IRC Subchapter T cooperative designation; all members are 501(c)(3).

**What documents must be sent?** Copy of articles of incorporation as filed with the Florida Secretary of State; Subchapter T designation; list of all members; copy of members' IRS determination letters.

#### **Nonprofit Water Systems [s. 212.08(7)(tt), F.S.]**

**Who qualifies?** A not-for-profit corporation that holds a current exemption from federal income tax under ss. 501(c)(4) or (12) of the Internal Revenue Code, the sole or primary function of the corporation is to construct, maintain, or operate a water system in this state.

**What is exempt?** Purchases by and leases directly to the water system.

**What must be proven?** Applicant's 501(c)(4) or (12) status; sole or primary function is to construct, maintain, or operate a water system in Florida.

**What documents must be sent?** Copy of IRS determination letter; articles of incorporation; most recently filed federal Form 990 or audited financial statement.

#### **Organizations Benefiting Minors [s. 212.08(7)(l), F.S.]**

**Who qualifies?** Nonprofit organizations incorporated pursuant to Chapter 617, F.S., the primary purpose of which is providing activities that contribute to the development of good character or good sportsmanship, or to the educational or cultural development, of minors. This exemption is extended only to that level of the organization that has a salaried executive officer or an elected nonsalaried executive officer.

**What is exempt?** Purchases and leases, and sales of donated property (the term "donated property" means any property transferred to such nonprofit organization for less than 50 percent of its fair market value).

**What must be proven?** Applicant's status as a Florida nonprofit corporation; applicant's primary purpose; applicant directly provides activities to minors.

**What documents must be sent?** Copy of articles of incorporation as filed with the Florida Secretary of State; most recently filed federal Form 990 or audited financial statement; description of activities performed, number of participants in activities and percentage that are minors age 17 and under.



### **Political Subdivisions [s. 212.08(6), F.S.]**

**Who qualifies?** The United States government; a state; or any county, municipality, or political subdivision of a state. Agencies of the United States government are not required to obtain a Consumer's Certificate of Exemption.

**What is exempt?** Purchases and leases, when payment is made directly to the selling dealer by the governmental entity. Purchases and leases by federal government employees on official business are also exempt.

**What must be proven?** Applicant is the United States Government; a state; or any county, municipality, or political subdivision of a state.

**What documents must be sent?** Copy of the law creating the entity or describing the entity as one of the aforementioned governmental bodies.

### **Parent-Teacher Organization or Association [s.212.08(7)(II), F.S.]**

**Who qualifies?** Parent-teacher organizations (PTOs) and parent-teacher associations (PTAs) that are associated with schools that teach grades K through 12 and whose purpose is to raise funds for these schools.

**What is exempt?** Purchases and leases directly to the PTOs and PTAs.

**What must be proven?** Applicant is associated with a school that teaches grades K through 12 and the applicant's purpose is to raise funds for the school.

**What documents must be sent?** Copy of the organization's or association's bylaws.

### **Religious Institutions [s. 212.08(7)(m), F.S.] (three classifications)**

(1) **Who qualifies? Churches, synagogues, and established physical places for worship** where nonprofit religious services and activities are regularly conducted and carried on.

**What is exempt?** Purchases and leases, when used in carrying on customary nonprofit religious activities. Also exempt are sales or leases of tangible personal property by religious institutions having an established physical place for worship at which nonprofit religious services and activities are regularly conducted and carried on.

**What must be proven?** Applicant's nonprofit status; a physical place for worship; regularly conducted/carried on religious services and activities.

**What documents must be sent?** Proof of nonprofit status (copy of articles of incorporation, statement of faith, or other organizing documents); proof of physical place (utility bill, lease or use agreement, mortgage, or insurance policy); schedule of services and activities.

(2) **Who qualifies? Transportation Providers** - nonprofit corporations whose sole purpose is to provide free transportation services to church members, their families, and other church attendees.

**What is exempt?** Purchases and leases, when used in carrying on customary nonprofit religious activities.

**What must be proven?** Applicant's nonprofit status; applicant's sole purpose.

**What documents must be sent?** Copy of articles of incorporation; most recently filed federal Form 990 or audited financial statement.

(3) **Who qualifies? Governing or Administrative Offices** - nonprofit state, nonprofit district, or other nonprofit governing or administrative offices the function of which is to assist or regulate the customary activities of religious institutions.

**What is exempt?** Purchases and leases, when used in carrying on customary nonprofit religious activities.

**What must be proven?** Applicant's nonprofit status, member of a hierarchy, governing authority.

**What documents must be sent?** Copy of articles of incorporation, statement of faith, or other organizing documents; illustration or description of organizational structure, including subordinates; most recently filed federal Form 990 or audited financial statement.

### **Schools, Colleges, and Universities [s. 212.08(7)(o), F.S.]**

**Who qualifies?** State tax-supported schools, colleges, or universities.

**What is exempt?** Purchases by and leases directly to the school, college, or university.

**What must be proven?** Applicant is a school, college or university; is state-supported.

**What documents must be sent?** Proof of state tax support.

### **Veterans' Organizations [s. 212.08(7)(n), F.S.]**

**Who qualifies?** Qualified veterans' organizations and their auxiliaries. The term "veterans' organizations" means nationally chartered or recognized veterans' organizations, including, but not limited to, Florida chapters of the Paralyzed Veterans of America, Catholic War Veterans of the U.S.A., Jewish War Veterans of the U.S.A., and the Disabled American Veterans, Department of Florida, Inc., which hold current exemptions from federal income tax under s. 501(c)(4) or (19) of the Internal Revenue Code.

**What is exempt?** Purchases and leases, when used in carrying on customary veterans' organization activities.

**What must be proven?** Applicant is nationally chartered or recognized; holds 501(c)(4) or (19) status.

**What documents must be sent?** Copy of charter; IRS determination letter.

### **Volunteer Fire Departments [s. 212.08(7)(u), F.S.]**

**Who qualifies?** Volunteer fire departments, duly chartered as Florida corporations not for profit.

**What is exempt?** Purchases of firefighting and rescue service equipment and supplies.

**What must be proven?** Florida nonprofit status.

**What documents must be sent?** Copy of articles of incorporation as filed with the Florida Secretary of State.



# Application for Consumer's Certificate of Exemption

DR-5  
R. 11/03

Sales and Use Tax [pursuant to ss. 212.08(6), (7), and 213.12(2), Florida Statutes]

**\* NO FEE REQUIRED \***



**CHECK ONE:**

New     Renewal  
Certificate No. \_\_\_\_\_

**MAIL TO:**

ACCOUNT MANAGEMENT/EXEMPTIONS  
FLORIDA DEPARTMENT OF REVENUE  
PO BOX 6480  
TALLAHASSEE FL 32314-6480

**Exemption category for which you are applying (check only one):**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> 501 (c)(3) Organization                        | <input type="checkbox"/> Nonprofit Cooperative Hospital Laundry  | <input type="checkbox"/> Religious - governing/administrative |
| <input type="checkbox"/> Community Cemetery                             | <input type="checkbox"/> Nonprofit Water System                  | <input type="checkbox"/> Religious - transportation provider  |
| <input type="checkbox"/> Credit Union                                   | <input type="checkbox"/> Organization Benefiting Minors          | <input type="checkbox"/> School, College or University        |
| <input type="checkbox"/> Fair Association                               | <input type="checkbox"/> Parent-Teacher Organization/Association | <input type="checkbox"/> Veterans' Organization               |
| <input type="checkbox"/> Florida Fire and Emergency Services Foundation | <input type="checkbox"/> Political Subdivision                   | <input type="checkbox"/> Volunteer Fire Department            |
| <input type="checkbox"/> Florida Retired Educators Association          | <input type="checkbox"/> Religious - physical place of worship   |   |
| <input type="checkbox"/> Library Cooperative                            |  |   |

**Office Use Only**

BP \_\_\_\_\_  
CO \_\_\_\_\_  
RS \_\_\_\_\_ N \_\_\_ R \_\_\_  
PM Date \_\_\_\_\_  
Date Rec'd \_\_\_\_\_

Organization Name			
Street Address		Business Phone (    )	
City/State/ZIP		County, if located in Florida	
Federal Employer Identification Number (FEIN)	Is Organization incorporated? Yes <input type="checkbox"/> No <input type="checkbox"/>	Date of Incorporation	Does organization hold IRS exempt status? Yes <input type="checkbox"/> No <input type="checkbox"/>
Mailing Address (if different than above)		Alternate Phone (    )	
City/State/ZIP		County, if located in Florida	
Does the organization receive income from the sale or lease of tangible personal property, the lease of real property or the sale of taxable services? Yes <input type="checkbox"/> No <input type="checkbox"/>			
If yes, provide the organization's sales and use tax certificate of registration number: _____			

**ALL DOCUMENTS SUBMITTED WILL BE RETAINED AS PART OF THIS APPLICATION.**

### CERTIFICATION

I hereby attest that I am authorized to sign on behalf of the applicant organization described above. I further attest that, if granted, the *Consumer's Certificate of Exemption* will only be used in the manner authorized for this organization under ss. 212.08(6), (7), or 213.12(2), Florida Statutes.

I declare that I have read the information provided on this application, including the attached documentation, and that the facts stated herein are true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date